

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address)

FOR COURT USE ONLY

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NOV 09 2021

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ATTORNEY FOR (Name): Respondent, CRAIG STRONG

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: 111 North Hill Street

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central

FILED

Superior Court of California
County of Los Angeles

JAN 05 2022

Sherri R. Carter, Executive Officer/Clerk of Court

By S. Barajas, Deputy
Savannah Barajas

MARRIAGE OR PARTNERSHIP OF

PETITIONER: TARA STRONG

RESPONDENT: CRAIG STRONG

JUDGMENT

- ☒ DISSOLUTION ☐ LEGAL SEPARATION ☐ NULLITY
- ☐ Status only
- ☐ Reserving jurisdiction over termination of marital or domestic partnership status
- ☐ Judgment on reserved issues

CASE NUMBER:
19STFL08732

JAN 05 2022

Date marital or domestic partnership status ends:

1. ☐ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders.
The restraining orders are contained on page(s) of the attachment. They expire on (date):
2. This proceeding was heard as follows: ☒ Default or uncontested ☒ By declaration under Family Code section 2336
☐ Contested ☐ Agreement in court
- a. Date: JAN 05 2022 Dept.: Room: 215
- b. Judicial officer (name): LIPNER HOLLY A. THOMAS ☐ Temporary judge
- c. ☐ Petitioner present in court ☐ Attorney present in court (name):
- d. ☐ Respondent present in court ☐ Attorney present in court (name):
- e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):
- f. ☐ Other (specify name):
3. The court acquired jurisdiction of the respondent on (date): July 22, 2020
- a. ☐ The respondent was served with process.
- b. ☒ The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. ☒ Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
(1) ☒ on (specify date): JAN 05 2022
(2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
- b. ☐ Judgment of legal separation is entered.
- c. ☐ Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):
- d. ☐ This judgment will be entered nunc pro tunc as of (date):
- e. ☐ Judgment on reserved issues.
- f. The ☐ petitioner's ☐ respondent's former name is restored to (specify):
- g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- h. ☒ This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

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CASE NAME (Last name, first name of each party):
In re Marriage of Strong

CASE NUMBER:
19STFL08732

4. i. ☒ The children of this marriage or domestic partnership are:
- (1) ☒ Name Birthdate
Aden Strong August 25, 2004
- j. ☒ (2) ☐ Parentage is established for children of this relationship born prior to the marriage or domestic partnership
Child custody and visitation (parenting time) are ordered as set forth in the attached
- (1) ☒ Settlement agreement, stipulation for judgment, or other written agreement which contains the information required by Family Code section 3048(a).
- (2) ☐ Child Custody and Visitation Order Attachment (form FL-341).
- (3) ☐ Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
- (4) ☐ Previously established in another case. Case number: Court:
- k. ☒ Child support is ordered as set forth in the attached
- (1) ☒ Settlement agreement, stipulation for judgment, or other written agreement which contains the declarations required by Family Code section 4065(a).
- (2) ☐ Child Support Information and Order Attachment (form FL-342).
- (3) ☐ Stipulation to Establish or Modify Child Support and Order (form FL-350).
- (4) ☐ Previously established in another case. Case number: Court:
- l. ☒ Spousal, domestic partner, or family support is ordered:
- (1) ☐ Reserved for future determination as relates to ☐ petitioner ☐ respondent
- (2) ☒ Jurisdiction terminated to order spousal or partner support to ☒ petitioner ☒ respondent
- (3) ☐ As set forth in the attached Spousal, Partner, or Family Support Order Attachment (form FL-343).
- (4) ☐ As set forth in the attached settlement agreement, stipulation for judgment, or other written agreement.
- (5) ☐ Other (specify):
- m. ☒ Property division is ordered as set forth in the attached
- (1) ☒ Settlement agreement, stipulation for judgment, or other written agreement.
- (2) ☐ Property Order Attachment to Judgment (form FL-345).
- (3) ☐ Other (specify):
- n. ☒ Attorney fees and costs are ordered as set forth in the attached
- (1) ☒ Settlement agreement, stipulation for judgment, or other written agreement.
- (2) ☐ Attorney Fees and Costs Order (form FL-346).
- (3) ☐ Other (specify):
- o. ☐ Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:

JUDICIAL OFFICER

5. Number of pages attached: 36 38 ☐ SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar property interest. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

ATTACHMENT TO FORM FL-180, JUDGMENT OF DISSOLUTION OF MARRIAGE

PURSUANT TO RULE 5.411 OF THE CALIFORNIA RULES OF COURT, Petitioner, TARA STRONG ("Petitioner"), and Respondent, CRAIG STRONG ("Respondent"), personally and through each Party's respective attorneys of record, Janet Kaplan, Esq. and Darlene S. Wanger, Esq. of Kaplan | Wanger LLP for Petitioner, and Lisa Helfend Meyer, Esq., Philip J. Monahan, Esq. and Amy S. Kapner, Esq. of Meyer, Olson, Lowy & Meyers, LLP for Respondent, stipulate to this Stipulated Judgment of Dissolution of Marriage ("Stipulated Judgment"):

1. PARTIES

The Parties subject to and bound by this Stipulated Judgment are Petitioner, TARA STRONG ("Petitioner"), and Respondent, CRAIG STRONG ("Respondent"), collectively referred to herein as the "Parties," or individually as a "Party."

2. RECITALS AND FINDINGS

a. Each Party has acknowledged and represented for themselves, for the other to rely upon in agreeing to this Stipulated Judgment, and for the Court to rely upon in approving and signing this Stipulated Judgment, that the facts set forth below are true and correct:

b. Statistical Facts:

(1) Petitioner and Respondent were married on May 14, 2000.

(2) There is one minor child of the marriage: Aden Strong ("Aden"), born August 25, 2004, age 16; and one adult child of the marriage: Samuel Strong ("Sam"), born February 5, 2002, age 19.

(3) On July 24, 2019, Petitioner filed a Petition for Dissolution of Marriage in the Superior Court of the State of California for the County of Los Angeles, bearing case number 19STFL08732. Respondent filed a Response and Request for Dissolution of Marriage on July 16, 2020.

(4) For the purposes of this Stipulated Judgment and the division of property herein, the Court finds and the Parties acknowledge and agree to a compromised date of separation of September 1, 2019 ("Date of Separation").

c. Petitioner and Respondent each acknowledge that the provisions of Evidence Code, Section 622 provide that the recitals in a contract are conclusively presumed to be true as between the Parties and that each intends all recitals in this Stipulated Judgment, and all representations and warranties contained herein, to be deemed conclusively true.

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d. The terms and provisions of this Stipulated Judgment supersede any and all oral and/or written agreements between the Parties and/or their counsel.

e. Notwithstanding any disputed issues, including any disputes as to the nature, extent and characterization of property, in settlement of all issues between the Parties which are the subject of their marital dissolution proceeding, the Parties agree to the terms set forth in this Stipulated Judgment.

f. By entering into this Stipulated Judgment, the Parties intend to resolve all issues in this proceeding and to effect a complete and final settlement of all of their respective property rights, all other financial rights and obligations and the waiver of spousal support, and all interests or claims between the Parties. Further, this Stipulated Judgment contains provisions which are a compromise of the respective claims of Petitioner and Respondent.

g. Petitioner and Respondent each acknowledge and agree that the award, confirmation and/or transfer of all property pursuant to the terms and provisions of this Stipulated Judgment is being made pursuant to Internal Revenue Code, Section 1041.

h. Petitioner and Respondent each acknowledge that she or he has been advised of the provisions set forth in Family Code, Section 2100, *et seq.*, which specifically require the Parties to exchange their Preliminary Declarations of Disclosure upon the other Party and either waive or serve their Final Declarations of Disclosure upon the other Party, prior to the Parties entering into this Stipulated Judgment.

(1) Petitioner has complied with the provisions of California *Family Code*, Section 2100, *et seq.* and caused her Preliminary Declaration of Disclosure to be served upon Respondent on July 17, 2020, and will cause her Final Declaration of Disclosure to be served upon Respondent before filing of this Stipulated Judgment.

(2) Respondent has complied with the provisions of California *Family Code*, Section 2100, *et seq.* and caused his Preliminary Declaration of Disclosure to be served upon Petitioner on July 14, 2020, and will cause his Final Declaration of Disclosure to be served upon Petitioner before filing of this Stipulated Judgment.

(3) Each Party represents that she/he has reviewed the other Party's

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1 Preliminary Declarations of Disclosure and other documents exchanged informally and through formal
2 discovery and are satisfied with the disclosures contained therein. Each Party further represents that
3 she/he has had an adequate opportunity to investigate and request any additional information,
4 documentary or otherwise, and to make inquiries about the disclosures which were provided. Each
5 Party acknowledges that they were given a reasonable opportunity to seek additional disclosures from
6 the other Party. Furthermore, each Party also had the opportunity to consult with her or his independent
7 counsel and/or other financial experts concerning the disclosures which were provided, or as to whether
8 any additional information was needed to evaluate the other Party's Preliminary and Final Declarations
9 of Disclosure. Neither Party requested or expressed any belief that additional information and/or
10 additional time was needed by either Party to evaluate the other Party's Preliminary Declarations of
11 Disclosure. Neither Party has requested that the other Party provide any additional information or
12 documentation after having received and reviewed the other Party's Preliminary Declarations of
13 Disclosure. Additionally, the Parties' each acknowledge that both of their respective Preliminary
14 Declarations of Disclosure consisted of their written disclosures and other documents exchanged
15 between the Parties. Each Party warrants and represents that neither will seek a set aside this Stipulated
16 Judgment on the grounds of incomplete Preliminary Declarations of Disclosure and/or any claim of
17 outdated documents filed in support of the Preliminary Declarations of Disclosure.

18 i. The Court further finds that the Parties have agreed that in negotiating the
19 economic terms of this Stipulated Judgment, each Party acknowledges that she or he has been advised
20 by her or his own respective counsel of record that she or he has had the opportunity to determine, both
21 on a voluntary basis and through formal discovery procedures, all of the financial circumstances of the
22 other Party, and the income which each is likely to derive from the property acquired by each hereunder.
23 Each of the Parties has warranted and represented that each Party desires a settlement of all of the
24 matters set forth in this Stipulated Judgment and that each Party has chosen not to exercise all of the
25 formal or informal discovery rights available to her or him, including, without limitation, serving further
26 special interrogatories, further requests for production of documents, further requests for admissions,
27 issuing additional subpoenas, and/or taking the additional depositions of one another or third Parties.

28 j. The Court further finds that each Party knowingly waives her or his rights to

1 conduct further discovery, both formal and informal, and to further investigate the financial
2 circumstances of the other Party prior to the execution of this Stipulated Judgment. The Court further
3 finds that the Parties agree and acknowledge that by entering into a negotiated settlement of all financial
4 and custodial issues between them, each has knowingly waived her or his right to a full evidentiary
5 hearing or trial on the merits with respect to those issues. The Court further finds that each Party agrees
6 and acknowledges that each has been advised by her or his own respective counsel that the economic
7 benefits conferred on each by this Stipulated Judgment may be better or worse than the economic
8 benefits that would be conferred after such a full evidentiary hearing or trial. Nevertheless, both Parties
9 have considered the risk of litigation and the costs thereof, and have decided that it is preferable to settle
10 all the issues rather than to be subjected to the uncertainties associated with the litigation process.

11 k. Petitioner and Respondent each acknowledge for herself or himself, and for the
12 other to rely upon in agreeing to this Stipulated Judgment, and for the Court to rely upon in signing this
13 Stipulated Judgment, that she or he has entered into this Stipulated Judgment voluntarily and free of any
14 fraud, duress, or other undue influence.

15 l. Petitioner and Respondent each acknowledge for himself or herself, and for the
16 other to rely upon in agreeing to this Stipulated Judgment, and for the Court to rely upon in signing this
17 Stipulated Judgment, that there is sufficient mutual consideration for her or him to enter into this
18 Stipulated Judgment.

19 m. Petitioner and Respondent acknowledge that each Party has been fully advised at
20 all stages of this proceeding by counsel of her or his own choice. Petitioner is currently represented and
21 has been advised at all stages of this proceeding by Janet Kaplan, Esq. and Darlene S. Wanger, Esq. of
22 Kaplan | Wanger LLP. Respondent is currently represented and has been advised at all stages of this
23 proceeding by Lisa Helfend Meyer, Esq., Phillip Monahan, Esq. and Amy S. Kapner, Esq. of Meyer,
24 Olson, Lowy & Meyers, LLP.

25 n. Petitioner and Respondent each represent and warrant to the other that she or he
26 is unaware of any outstanding obligation of Petitioner and Respondent incurred prior to the date of their
27 separation, other than the obligations described in this Stipulated Judgment.

28 o. The Court finds that upon execution of this Stipulated Judgment, each Party is

1 deemed notified and aware that even though an obligation is to be assigned to or assumed by one Party
2 as part of the division of community property, in the event that such Party defaults on the contract or
3 obligation, the creditor may have a cause of action against the other Party. The defaulting Party shall
4 indemnify, defend, and hold the other Party harmless in the event that a creditor claims, alleges or
5 pleads a cause of action against the non-defaulting Party, and the defaulting Party shall reimburse the
6 non-defaulting Party for any loss, including but not limited to the amount of the creditor's claims and
7 reasonable attorneys' fees and costs.

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

9 3. **IDENTIFICATION AND DIVISION OF COMMUNITY PROPERTY AND**
10 **CONFIRMATION OF SEPARATE PROPERTY.**

11 a. The Court finds that the Parties have agreed upon the division/distribution of
12 property as set forth in this Stipulated Judgment and accept the same as the division of their property to
13 avoid further litigation and expense and to resolve this proceeding amicably and in a manner each Party
14 believes is fair. To the extent that any assets subject to division/distribution have not been formally
15 appraised by experts retained by either of the Parties, this shall not be a basis for setting aside this
16 Stipulated Judgment. In agreeing upon the division/distribution of property set forth herein, the Parties
17 have reached certain compromises regarding the approximate or estimated values for some of the assets
18 whether said assets were appraised or not and/or the character of the assets. The Parties further agree
19 that they are waiving any claim to challenge the character and/or value of any of the assets and shall not
20 have any basis to set aside this Stipulated Judgment.

21 b. **Property Awarded and/or Confirmed to Petitioner.** The following assets are
22 awarded, confirmed and transferred to Petitioner pursuant to this Stipulated Judgment as her sole and
23 separate property, with the right of immediate sole possession free and clear of any claim, right, title or
24 interest of Respondent. Commencing August 1, 2021, Petitioner shall solely assume, pay, defend,
25 indemnify and hold Respondent free and harmless from any and all encumbrances, debts, obligations,
26 income, estate, property and capital gain taxes, third Party claims and liabilities in connection with these
27 assets including, but not limited to, reasonable attorneys' fees and costs. Respondent hereby disclaims
28 and waives all right, title and interest in and to the following assets:

(1) *Automobiles:*

(a) The leased 2020 Tesla X and any obligations associated therewith.

(2) *Bank/Financial Accounts:* The following bank and brokerage accounts:

- (a) Wells Fargo, Account No. ending 4373;
- (b) Paypal (INO Petitioner);
- (c) City National Bank, Account No. ending 8352;
- (d) City National Bank, Account No. ending 0742; and
- (e) One-half (1/2) of the Merrill Lynch Account No. ending 5644, held in the name of both Petitioner and Respondent, which shall be transferred to Petitioner no more than five (5) days after both Parties' execution of this Stipulated Judgment. Each Party warrants and represents that she and he have not withdrawn or transferred any monies from Merrill Lynch Account No. ending 5644 which has a balance as of the date of this Stipulated Judgment in the amount of \$923,029. Neither Party shall withdraw monies from this account pending transfer of one-half (1/2) of the balance in this account to Petitioner;
- (f) One-half (1/2) of Domari, Account No. ending 7696 held in the names of both Petitioner and Respondent, which shall be transferred to Petitioner no more than five (5) days after both Parties' execution of this Stipulated Judgment. Each Party warrants and represents that she and he have not withdrawn or transferred any monies from Domari Account No. ending 7696 which has a balance as of the date of this Stipulated Judgment in the amount of \$321,819. Neither Party shall withdraw monies from this account pending transfer of one-half (1/2) of the balance in this account to Petitioner; and
- (g) If Respondent has any financial accounts in any country and/or territory outside of the United States, including but not limited to an account at Butterfield Bank (he does not believe any such accounts exist), Petitioner is awarded 100% interest in said account(s) in their entirety (regardless of whether the account is in his name alone or is held with any other individual, entity or trust for his benefit). If Respondent has any accounts in any country and/or territory outside of the United States, including but not limited to an account at Butterfield Bank, Respondent shall

1 forthwith refrain from withdrawing, transferring, or in any way using any funds in said accounts.
2 Respondent shall forthwith sign all forms to facilitate the withdrawal or transfer of the funds in the
3 account(s), to the extent they exist, to Petitioner forthwith upon forms being sent (via email is possible)
4 to Respondent. Respondent shall cooperate in obtaining account statements from January 1, 2017 to the
5 present, and shall provide said statements to Petitioner forthwith upon receipt. If Respondent has any
6 accounts in any country and/or territory outside of the United States, including but not limited to an
7 account at Butterfield Bank, the Court reserves jurisdiction over same and Petitioner shall be permitted
8 to conduct discovery regarding said accounts. Respondent represents and warrants that he has no such
9 accounts and that he has not transferred monies out of any accounts in any country and/or territory
10 outside of the United States since January 1, 2018. The issue of financial accounts of Respondent's
11 outside of the United States, pursuant to this Paragraph, shall be a reserved issue to be determined by
12 Hon. Gretchen Taylor as an arbitrator.

13 (3) *Retirement Accounts, IRAs, Pension Plans and Deferred Compensation:*

14 Any and all retirement accounts, IRAs and deferred compensation accounts standing in Petitioner's
15 name, including, but not limited to:

- 16 (a) Domari IRA, Account No. ending 7644;
- 17 (b) Domari Rollover IRA, Account No. ending 7656;
- 18 (c) Retirement Clearinghouse IRA, Account No. ending 0073;
- 19 (d) One-half (1/2) of the community interest in the Pension

20 SAG/AFTRA (INO Petitioner), and any and all gains and / or losses thereon, to be divided as of
21 September 1, 2019 per Qualified Domestic Relations Order ("QDRO"). The Parties shall share equally
22 the cost of the QDRO, and shall cooperate to retain Darren Goodman within 15 days of execution of this
23 Stipulated Judgment; and

24 (e) One-half (1/2) of the community interest in the Pension ACTRA,
25 Account No. ending 7456, and any and all gains and / or losses thereon, to be divided as of September
26 1, 2019 per Qualified Domestic Relations Order ("QDRO"). The Parties shall share equally the cost of
27 the QDRO, and shall cooperate to retain Darren Goodman within 15 days of execution of this Stipulated
28 Judgment.

(4) *Partnership and Other Business Interests*: All right, title and interest in Petitioner's below listed business interests, inclusive of any and all tangible and intangible assets thereof, including, but not limited to, all financial institution accounts, patents, inventory, equipment, account receivables, professional goodwill as well as any and all debts, obligations and encumbrances including but not limited to all tax liabilities. Petitioner shall assume any and all liabilities associated with her business interests, including, but not limited to, any tax obligations, and shall indemnify, defend and hold Respondent harmless therefrom.

(a) First Sight Productions, Inc.;

- (1) Wells Fargo, Account No. ending 3046;
- (2) Wells Fargo, Account No. ending 4663;
- (3) City National Bank, Account No. ending 1309;
- (4) City National Bank, Account No. ending 6652;
- (5) City National Bank, Account No. ending 8344;
- (6) Chase, Account No. ending 2373;
- (7) American Express, Account No. ending 86004;
- (8) Citi Advantage, Account No. ending 3816.

(b) Bunnies with Attitude Productions, LLC; and

(c) BabaBaby.

- (5) All residuals and royalties received by Petitioner.
- (6) Any recovery from the loan to Laurie Farrance.
- (7) Entire interest in the Tara Strong Life Insurance Trust, (\$5 million 20-year term policy), including the right to select beneficiaries.
- (8) Petitioner is awarded all items in the safe at the 4725 Ledge Avenue Residence.
- (9) Personal Property at 4725 Ledge Avenue, Toluca Lake, California:
 - (a) With the exception of the Respondent's popcorn machine, martini glasses (if Petitioner is able to locate them), all remaining liquor in the liquor cabinet, baseball cards, personal photographs and memorabilia, the video machine in the guest house, 3 lockers in the

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garage and their contents, wooden shoe chair in the guest house, 4 Hearts painting, Billy Joel photograph, and Respondent's home/office computer and glass desk, which are awarded to Respondent, Petitioner is awarded any and all other furniture, furnishings, artwork (including, but not limited to, the Marc Chagall painting and Phyllis Diller painting) and personal items located in the 4725 Ledge Avenue Residence and/or in Petitioner's possession, custody and/or under her control, without charge or offset.

(10) All jewelry, watches, clothing, personal effects, and other personal property currently in Petitioner's possession, custody and/or under her control.

(11) One-half (1/2) of the credit card and membership points for American Express, Account No. ending 86004 (fka 84009) and 72007 (fka 72007) (3,765,814 total points) as of September 1, 2019. The Parties shall cooperate to divide and distribute the credit card points. The Court shall reserve jurisdiction to issue any and all appropriate orders to effectuate the terms of this Paragraph.

(12) All earnings, accumulations and obligations acquired and/or incurred by Petitioner during marriage and after the Parties' Date of Separation.

c. Property Awarded and/or Confirmed to Respondent. The following assets are awarded, confirmed and transferred to Respondent pursuant to this Stipulated Judgment as his sole and separate property, with the right of immediate sole possession free and clear of any claim, right, title or interest of Petitioner. Commencing August 1, 2021, Respondent shall solely assume, pay, defend, indemnify and hold Petitioner free and harmless from any and all encumbrances, debts, obligations, income, estate, property and capital gain taxes, third Party claims and liabilities in connection with these assets including, but not limited to, reasonable attorneys' fees and costs. Petitioner hereby disclaims and waives all right, title and interest in and to the following assets:

(1) *4735 Ledge Avenue Residence:* All right, title and interest to the real property located at 4735 Ledge Avenue, Toluca Lake, California 91602 ("4735 Ledge Avenue Residence"), subject to all existing encumbrances thereon. The 4735 Ledge Avenue Residence is legally described as follows:

Parcel 1: The South One Hundred Ten (110) feet of Lot Three (3) of Tract No. 10717, in the City of Los Angeles, County of Los Angeles, State of

1 California, as per Map recorded in Book 184, Pages 8 and 9 of Maps Records
2 of said County.

3 Parcel 2: North 5 feet of the South 115 of Lot 3 of Tract No. 10717, in the
4 City of Los Angeles, County of Los Angeles, State of California, as per Map
5 recorded in Book 184 Pages 8 and 9 of Maps, in the Office of the County
6 Recorder of said County. APN 2420-029-005.

7 (a) Concurrent with the execution of this Stipulated Judgment,
8 Petitioner shall prepare and sign, before a notary public, an Interspousal Transfer Deed transferring her
9 interest in the 4735 Ledge Avenue Residence to Respondent.

10 (b) In addition to an Interspousal Transfer Deed, in the event it is
11 required by a lender or any other person, for any purpose, immediately upon request by Respondent,
12 Petitioner shall sign, before a notary public, a Quitclaim Deed transferring her interest in the 4735
13 Ledge Avenue to Respondent.

14 (c) Within no more than 120 days of entry of this Stipulated
15 Judgment, Petitioner shall refinance the 4735 Ledge Avenue Residence to remove Petitioner's name
16 from all obligations associated with the 4735 Ledge Avenue Residence (lines of credit and/or
17 mortgages) and shall notify Petitioner when same is completed. Commencing August 1, 2021,
18 Respondent shall timely pay the monthly obligations for all of the encumbrances. Respondent shall
19 indemnify, defend and hold Petitioner harmless from and against all encumbrances associated with the
20 4735 Ledge Avenue Residence. The arbitrator shall determine any disputes/issues regarding this
21 Paragraph.

22 (d) Commencing August 1, 2021, Respondent is solely responsible
23 for the timely payment of all monthly obligations associated with 4735 Ledge Avenue.

24 (2) Respondent is awarded any and all furniture, furnishings, artwork and
25 personal items located in the 4735 Ledge Avenue Residence, his residence at 4122 West Kling Street,
26 and in Respondent's possession, custody and/or under his control, without charge or offset.

27 (3) Respondent is awarded the following items located in the 4725 Ledge
28 Avenue Residence: Respondent's popcorn machine, martini glasses (if Petitioner is able to locate them)

1 all remaining liquor in the liquor cabinet, baseball cards personal photographs and memorabilia, the
2 video machine in the guest house, 3 lockers in the garage and their contents, wooden shoe chair in the
3 guest house, 4 Hearts painting, Billy Joel photograph, and Respondent's home/office computer and
4 glass desk. Petitioner is awarded any and all other furniture, furnishings, artwork (including, but not
5 limited to, the Marc Chagall painting and Phyllis Diller painting) and personal items located in the 4725
6 Ledge Avenue Residence. Petitioner shall cooperate in Respondent obtaining these items on either July
7 24 or 25, 2021.

8 (4) *Automobiles:*

9 (a) The leased 2020 Range Rover Sport and any obligations
10 associated therewith;

11 (b) 1985 Silver Spirt Rolls Royce and any obligations associated
12 therewith; and

13 (c) Samuel's Audi in trust for Samuel and any obligations and
14 insurance associated therewith.

15 (5) *Bank/Financial Accounts:* The following bank and brokerage accounts:

16 (a) Wells Fargo, Account No. ending 5701;

17 (b) Wells Fargo, Account No. ending 4779;

18 (c) Wells Fargo, Account No. ending 9345;

19 (d) Wells Fargo, Account No. ending 1812;

20 (e) Merrill Lynch Bank of America, Account No. ending 5992;

21 (f) Merrill Lynch Bank of America, Account No. ending 5358;

22 (g) Chase, Account No. ending 2071;

23 (h) Chase, Account No. ending 8639;

24 (i) One-half (1/2) of the Merrill Lynch Account No. ending 5644,

25 held in the name of both Petitioner and Respondent. Each Party warrants and represents that she and he
26 have not withdrawn or transferred any monies from Merrill Lynch Account No. ending 5644 which has
27 a balance as of the date of this Stipulated Judgment in the amount of \$923,029. Neither Party shall
28 withdraw monies from this account pending transfer of one-half (1/2) of the balance in this account to

1 Petitioner; and

2 (j) One-half (1/2) of Domari, Account No. ending 7696 held in the
3 names of both Petitioner and Respondent. Each Party warrants and represents that she and he have not
4 withdrawn or transferred any monies from Domari Account No. ending 7696 which has a balance as of
5 the date of this Stipulated Judgment in the amount of \$321,819. Neither Party shall withdraw monies
6 from this account pending transfer of one-half (1/2) of the balance in this account to Petitioner.

7 (6) Foreign bonds (\$27,000 cost).

8 (7) *Retirement Accounts, IRAs, Pension Plans and Deferred Compensation:*
9 Any and all retirement accounts, IRAs and deferred compensation accounts standing in Respondent's
10 name, including, but not limited to:

11 (a) Domari IRA, Account No. ending 7773; and

12 (b) Domari Rollover IRA, Account No. ending 7798.

13 (8) One-half (1/2) of the community interest in the Pension SAG/AFTRA
14 (INO Petitioner), and any and all gains and / or losses thereon, to be divided as of September 1, 2019
15 per Qualified Domestic Relations Order ("QDRO"). The Parties shall share equally the cost of the
16 QDRO, and shall cooperate to retain Darren Goodman within 15 days of execution of this Stipulated
17 Judgment; and,

18 (9) One-half of the community interest in the Pension ACTRA, Account No.
19 ending 7456, and any and all gains and / or losses thereon, to be divided as of September 1, 2019 per
20 Qualified Domestic Relations Order ("QDRO"). The Parties shall share equally the cost of the QDRO,
21 and shall cooperate to retain Darren Goodman within 15 days of execution of this Stipulated Judgment.

22 (10) *Partnership and Other Business Interests:* All right, title and interest in
23 Respondent's below listed business interest, inclusive of any and all tangible and intangible assets
24 thereof, including, but not limited to, all financial institution accounts, inventory, equipment, account
25 receivables, professional goodwill as well as any and all debts, obligations and encumbrances including
26 but not limited to all tax liabilities. Respondent shall assume any and all liabilities associated with his
27 business interests, including, but not limited to, any tax obligations, and shall indemnify, defend and
28 hold Petitioner harmless therefrom.

(1) Craig Strong, Inc.

1. Chase, Account No. 8850;
2. Wells Fargo, Account No. 4172;
3. Wells Fargo, Account No. 5807;
4. American Express, Account No. 73005;
5. Citi Advantage, Account No. 8233.

(11) Entire interest in the Craig Strong Life Insurance Trust, (\$2 million, 20-year term policy), including the right to select beneficiaries.

(12) Respondent is awarded men's jewelry, including the stopwatch given by Abe Koren to Respondent.

(13) All jewelry, watches, clothing, personal effects, and other personal property currently in Respondent's possession, custody and/or under his control.

(14) Respondent's baseball cards: Respondent acknowledges that Petitioner has already given these items to Respondent.

(15) Respondent acknowledges that Petitioner has already given him items belonging to him that were previously located in the home safe that belong to Respondent.

(16) Lakeside Country Club membership.

(17) Credit card and membership points for the following credit cards:

(a) One-half (1/2) of the credit card and membership points for American Express, Account No. ending 86004 (fka 84009) and 72007 (fka 72007) (3,765,814 total points) as of September 1, 2019. The Parties shall cooperate to divide and distribute the credit card points. The Court shall reserve jurisdiction to issue any and all appropriate orders to effectuate the terms of this Paragraph.

(b) City Advantage, Account No. ending 8233; and

(c) Alaska Mileage Bank of America Vias, Account No. ending 8693.

(18) All earnings, accumulations and obligations acquired and/or incurred by Respondent during marriage and after the Parties' Date of Separation.

1 4. SALE OF THE PROPERTY LOCATED AT 4725 LEDGE DRIVE, TOLUCA
2 LAKE, CALIFORNIA

3 1. The parties have agreed that the family residence located at 4725 Ledge Avenue, Toluca
4 Lake, California 91602 ("4725 Ledge Avenue Property") is being sold.

5 2. The parties have a current offer on the 4725 Ledge Avenue Property.

6 3. The property has been informally shown to other potential buyers and it is anticipated
7 that there may be a backup offer with comparable terms.

8 4. In the event that the present offer or backup offers do not come to fruition, the 4725
9 Ledge Avenue Property shall be listed for sale forthwith, with a listing agent to be agreed as followed:
10 Petitioner to provide Respondent with the names of two listing agents and Respondent to select one of
11 the listing agents, which listing agreement shall be signed by both parties.

12 5. The parties shall mutually agree, in writing, upon all terms and conditions of the sale,
13 with the Court reserving jurisdiction in the event of any dispute.

14 6. If the listing agent shall provide the Parties with direction and recommendations
15 regarding any repairs and/or staging for the 4725 Ledge Avenue Property, which mutually agreed upon
16 expenses (in a signed writing) shall be shared equally.

17 7. Each party shall fully cooperate with the sale of the 4725 Ledge Avenue Property and
18 shall perform all acts necessary to facilitate the listing, showing and sale of the property, including but
19 not limited to, promptly executing all documents and instruments necessary or convenient to effectuate
20 the sale of the 4725 Ledge Avenue Property including but not limited to listing agreements (if
21 applicable), escrow instructions, selection of escrow company, etc.

22 8. All purchase agreements with respect to the 4725 Ledge Avenue Property shall be arm's
23 length transactions, and neither Party shall be entitled to any "kick backs," referral fees or other benefits
24 that that are not shared equally between the Parties, unless there is full disclosure and both Parties agree
25 in a signed writing. In the event that one Party receives a "kick back," referral fee or other benefit that
26 is not shared equally between the Parties, and there is no full disclosure and the Parties do not agree to
27 an unequal benefit to one Party in a signed writing, the Court reserves jurisdiction to award the
28 aggrieved Party all of the benefits that were not disclosed and agreed upon by the other party.

1 9. Pending the close of escrow on the 4725 Ledge Avenue Property, Petitioner shall timely
2 pay the mortgage, property taxes (pro-rated if applicable), and insurance through August 15, 2021 or the
3 date that Petitioner moves out of the residence,, whichever is later, and thereafter the Parties shall each
4 be responsible for one-half of all expenses for the 4725 Ledge Avenue Residence.

5 10. The Court shall retain jurisdiction regarding any issues relating to the sale of the 4725
6 Ledge Avenue Property and to resolve any dispute pertaining to the signing of a listing agreement, the
7 list price, counter-offers, acceptable offers (including price and terms/conditions), duration of escrow,
8 repairs, signing of documents, necessary/recommended repairs, and any other terms or conditions of the
9 listing and sale. In the event of any dispute, the parties shall meet and confer in an effort to resolve the
10 dispute.

11 a. Each Party is awarded fifty percent (50%) of the net sales proceeds from the sale
12 of the 4725 Ledge Avenue Property, subject to the Equalization Payment in Paragraph 5, below.

13 b. Upon the sale of the 4725 Ledge Avenue Property to a third party, after payment
14 of the outstanding balance owing to any mortgage holder, payment of usual and customary real estate
15 commissions, escrow fees and related costs of sale, the net sales proceeds from 4725 Ledge Avenue
16 Property shall be distributed pursuant to Paragraph 5.

17 c. Each Party shall be responsible for any capital gain taxes or other taxes in
18 connection with one-half (1/2) of the net proceeds from the sale of the 4725 Ledge Avenue Residence.

19 5. **EQUALIZATION PAYMENT FROM RESPONDENT TO PETITIONER**

20 a. In order to equalize the division of the Parties' community assets, Respondent
21 shall pay an Equalization Payment to Petitioner in the amount of \$1,550,000. This payment is based
22 upon a compromise with respect to issues which include, but are not limited to, the date of separation,
23 balances in bank and brokerage accounts, valuations of community assets and debts, and claims for
24 credits and reimbursement. Provided that the sale of the 4725 Ledge Avenue Residence is timely
25 completed, the equalization payment shall be paid to Petitioner directly from escrow from Respondent's
26 share of the proceeds from the sale of the 4725 Ledge Avenue Residence and/or directly by Respondent
27 in the event that there are not sufficient funds from the sale of the 4725 Ledge Avenue Residence.

28 6. **MINOR CHILD'S BANK ACCOUNTS.**

1 a. The following accounts in the names of the Parties' children shall be managed
2 and controlled by the Parties jointly on behalf of Sam and Aden. The Parties each waive any and all
3 interest in said accounts and confirm the award of each said account to the child in whose name the
4 account is held.:

5 (1) Domari UTMA, Account No. ending 7670 (FBO Sam);

6 (2) Domari UTMA, Account No. ending 7726 (FBO Aden);

7 (3) Wells Fargo, Account No. ending 3310;

8 (4) Wells Fargo, Account No. ending 4434;

9 (5) Wells Fargo, Account No. ending 4093

10 7. **DEBTS AND OBLIGATIONS.**

11 a. Assumption by Petitioner. Petitioner shall assume, indemnify, and hold
12 Respondent harmless from and against the following obligations:

13 (1) Any and all debts associated with any and all credit cards currently held
14 in Petitioner's name alone and/or jointly with any other person or persons other than Respondent, or in
15 the name of Petitioner's business interests;

16 (2) Any and all debts from any obligations arising out of or relating to any
17 property awarded and/or confirmed to Petitioner under the terms of this Stipulated Judgment.

18 b. If any claim, action or proceeding is hereafter brought seeking to subject
19 Respondent or the community to any liability assumed by Petitioner, Petitioner shall, at her sole
20 expense, defend, indemnify and hold Respondent and the community harmless against any such claim,
21 action, liability or proceeding, whether or not well founded, and pay the reasonable attorneys' fees and
22 costs that he or the community may otherwise incur on account thereof.

23 c. Assumption by Respondent. Respondent shall assume, indemnify, and hold
24 Petitioner harmless from and against the following obligations:

25 (1) Any and all debts and obligations associated with the 4735 Ledge
26 Avenue Residence;

27 (2) Any and all debts associated with any and all credit cards currently held
28 in Respondent's name alone and/or jointly with any other person or persons other than Petitioner, or in

1 the name of Respondent's business interests;

2 (3) Any and all debts from any obligations arising out of or relating to any
3 property awarded and/or confirmed to Respondent under the terms of this Stipulated Judgment.

4 d. If any claim, action or proceeding is hereafter brought seeking to subject
5 Petitioner or the community to any liability assumed by Respondent, Respondent shall, at his sole
6 expense, defend, indemnify and hold Petitioner and the community harmless against any such claim,
7 action, liability or proceeding, whether or not well founded, and pay the reasonable attorneys' fees and
8 costs she or the community may otherwise incur on account thereof.

9 e. To the extent that there are any debts not specified in this Stipulated Judgment,
10 the Party incurring the debt shall be responsible for the payment on said debt, and shall indemnify,
11 defend and hold the other Party harmless as to same.

12 f. Each Party is ordered to assume and pay any and all debts, obligations, and
13 liabilities incurred by such respective Party, and to indemnify and hold the other Party harmless
14 therefrom.

15 g. Neither Party shall incur any debt for which the other Party is responsible, and if
16 any debt is not disclosed herein, the Party incurring the debt shall solely be responsible for same, and
17 shall indemnify, defend and hold the other Party harmless as to same.

18 8. **WAIVERS AND RELEASES.**

19 a. The Court finds that Petitioner and Respondent each waive any and all rights
20 that she or he may otherwise have against the other for reimbursements, offsets, and/or credits, not
21 otherwise described in this Stipulated Judgment, with respect to the following:

22 (1) Rights under Family Code, Sections 915, 916 and 920;

23 (2) Pursuant to Epstein (credits) [In re Marriage of Epstein (1979) 24 Cal.3d
24 76, 154 Cal Rptr. 413], and its progeny, all rights to reimbursement for which a Party or the community
25 may be entitled as a result of the payment of community obligations since the Date of Separation;

26 (3) Pursuant to Watts (charges) [In re Marriage of Watts (1985) 171
27 Cal.App. 3d 366; 217 Cal. Rptr. 301], and its progeny, all rights to reimbursement for which a Party or
28 the community may be entitled as a result of one Party's use of community or co owned assets since the

1 Date of Separation;

2 (4) Pursuant to Jeffries (credit and reimbursements) [In re Marriage of
3 Jeffries (1991) 228 Cal.App.3d 548, 278 Cal.Rptr. 830], for the allocation or offset of Epstein credits
4 and Watts reimbursements;

5 (5) Pursuant to Frick (credits) [In re Marriage of Frick (1986) 181
6 Cal.App.3d 997, 226 Cal.Rptr. 766], all rights of reimbursement to which a Party or the community may
7 be entitled due to one Party's use of community assets for the improvement of separate property during
8 the marriage;

9 (6) Pursuant to Wolfe [In re Marriage of Wolfe (2001) 91 Cal.App. 4th 962,
10 110 Cal.Rptr.2d 921)], where community funds are consensually used to improve one's spouse's
11 separate property, community is entitled to reimbursement;

12 (7) Pursuant to Allen [In re Marriage of Allen (2001) 96 Cal.App. 4th 97,
13 116 Cal. Rptr. 2d 887], where the community was entitled to reimbursement of community funds used
14 for the improvement of one spouse's separate property residence;

15 (8) All rights to reimbursement under Family Code, Section 2640, or
16 otherwise, for separate property contributed to the acquisition or maintenance of community or co
17 owned property;

18 (9) All rights to reimbursement under Family Code, Section 2641, or
19 otherwise, due the community or a Party for contributions made by the community or either of the
20 Parties to the education or training of a Party;

21 (10) Claims for fair rental value of exclusive use and possession of
22 community property post separation;

23 (11) Voluntary payment of expenses incurred for and on behalf of the other
24 Party post separation;

25 (12) Claims for liability, property, automobile or other insurance premiums
26 paid in advance of the date of this Stipulated Judgment;

27 (13) Claims for reimbursement from the other Party or the community
28 regarding loans or payments made to or on behalf of the Parties or the community prior or subsequent to

1 Date of Separation;

2 (14) Claims for reimbursement from the other Party or the community
3 regarding loans or payments made to or on behalf of the Parties or the community prior or subsequent to

4 Date of Separation;

5 (15) All rights of reimbursement and all claims of any kind asserted or
6 assertable by either Party against the other for community funds expended for the benefit of separate
7 property holding or separate property interest of a Party, including without limitation all such rights and
8 claims available pursuant to the holdings in (In Re Marriage of Moore, 28 Cal.3d 366 (1980) and (In Re
9 Marriage of Marsden, 130 Cal.App.3d 426 (1982), cases, except as otherwise provided for in calculation
10 for the equalization payment, all rights of reimbursement and all claims of any kind asserted or
11 assertable by either Party;

12 (16) All rights of reimbursement and all claims of any kind asserted or
13 assertable by either party against the other for the community interest in and to a separate property
14 business investment or enterprise owned by the other party or to any portion of the income derived from
15 such business investment or enterprise, including without limitation all such rights and claims available
16 pursuant to the holding in the cases of Pereira v. Pereira, 156 Cal.1, 103 (1909) and Van Camp v. Van
17 Camp, 53 Cal.App.17, 199 (1921);

18 b. The Court finds that the waivers set forth in this Paragraph 8 hereof supersede
19 any existing Court orders, stipulations or agreements between the Parties and wherein Petitioner and/or
20 Respondent reserved the right to repayment or reimbursement for payments made to or for the benefit of
21 the other Party and/or the community estate, if applicable. The Court finds that the Parties each have
22 warranted and represented that said waivers are made as part of and in consideration for the terms and
23 conditions of this Stipulated Judgment.

24 9. **AFTER-DISCOVERED ASSETS.**

25 a. The Court finds that each of the parties hereby covenants and warrants that she
26 or he has not made, without the knowledge and consent of the other, any transfer of community
27 property. The Court finds that each of the parties hereby covenants and warrants that he or she is not
28 now possessed of any community property of any kind or description, other than such property as is

specifically set forth herein, and that each has not made, without the knowledge and consent of the other, any gift or transfer of community property in excess of Two Thousand Five Hundred Dollars (\$2,500.00) in value, within one (1) year prior to the date of separation through the date of final dissolution. If it shall hereafter be determined that either party has made any gift or transfer in excess of One Thousand Dollars (\$1,000.00) in value, except as set forth herein, without consideration and without consent of the other party, such party shall pay the other on demand a sum equal to fifty percent (50%) of its then present fair market value of such gift, or any other remedy provided by law including remedies under Family Code, Sections 721, 1100, and 1101, and Civil Code, Section 3924.

b. Excluding any foreign accounts in which Respondent has an interest as set forth in Paragraph 9.b., hereinabove, all other after-discovered community property or quasi-community property shall be divided equally between the parties: provided, however, that if the same has been willfully concealed or willfully undisclosed by one of the parties, the concealing party shall pay to the other party, on demand, either (1) a one-half (50%) interest in such property as a tenant-in-common, or (2) an amount equal to one-half (50%) of the highest fair market value of such property (a) between the date of the judgment and the date of demand by the injured party, or (b) at trial, whichever of these is greater or any other remedy provided by law including remedies under Family Code, Sections 721, 1100, and 1101, and Civil Code, Section 3924. The Court retains jurisdiction to resolve any disputes arising from such subsequently discovered property or assets.

10. **CHILD CUSTODY**

a. Legal Custody. The Parties are awarded joint legal custody of Aden, including sharing information, the right and the responsibility to make major decisions regarding the health, education and welfare of Aden.

b. Commencing forthwith, Respondent and Aden shall participate in therapy for a period of no less than 1 year, which is anticipated to be 12 sessions, approximately one time per month, to be scheduled at times worked out between Respondent and Aden. Aden's current therapist, Evan McCormick, shall be the therapist for these sessions. Respondent shall schedule the first reunification therapy session pursuant to this Paragraph to occur within 30 days after execution of this Stipulated Judgment. Respondent shall pay the cost of the joint therapy.

c. Joint Physical Custody. The Parties shall share joint physical custody of Aden, with the parties having custodial periods as set forth below.

(1) Petitioner shall have physical custody of Aden at all times not specified as Respondent's custodial periods, as set forth below.

(2) Petitioner shall be permitted to move from Los Angeles to Toronto, Canada with Aden any time after August 1, 2021.

(3) Upon reasonable advance written notice (email or text) of not less than 15 days, Respondent shall have physical custody of Aden, in Los Angeles or other location at his election as set forth below. For international travel other than Canada and Mexico, Respondent shall provide advance notice of at least 30 days to Petitioner if he is traveling with Aden. Said custodial periods shall not interfere with Aden's school commitments.

(4) The parties shall meet and confer to work out a schedule for Respondent to have custodial periods with Aden during his school breaks, including a period around the time of U.S. Thanksgiving (for up to 7 days depending on the length of the school break), Spring Break (for up to 7 days), 4th of July holiday (for up to 7 days), or other times that Aden has school breaks. The details shall be worked out between Respondent and Aden. Aden shall return to Toronto at least 24 hours prior to the first day of school after each of the school break periods that Respondent has Aden.

(5) The parties shall each pay one-half of the cost of Aden's economy flights between Toronto and Los Angeles. If Respondent takes Aden on a vacation or for custodial periods to a location other than Los Angeles, Respondent shall be responsible for 100% of the airfare and other expenses.

(6) Respondent and Aden may schedule not less than three (3) and up to six (6) additional custodial periods in addition to that set forth herein, from the date of the execution of the Stipulated Judgment until Aden turns 18, in Los Angeles or other locations with advance notice as set forth above. Respondent shall be responsible for all expenses for such custodial periods. The details shall be worked out by agreement between Respondent and Aden.

d. The Court finds:

(1) This Court has jurisdiction over Aden as California is the child's home

1 state.

2 (2) The habitual residence of the child is the United States of America.

3 (3) Both parties have been advised that any violation of this Judgment may
4 result in civil or criminal penalties, or both.

5 11. **CHILD SUPPORT**

6 a. Commencing August 1, 2021, Respondent shall pay to Petitioner the sum of
7 \$5,340 per month as and for child support on the first day of each calendar month and continuing until
8 Aden either attains the age of majority, dies, is otherwise emancipated or until further order of Court,
9 whichever first occurs. Pursuant to Family Code, Section 3901(a), the duty of support for a child
10 continues as to an unmarried child who has attained the age of 18 years, is a full-time high school
11 student, and who is not self-supporting, until the time the child completes the 12th grade or attains the
12 age of 19 years, whichever first occurs.

13 b. *Medical and Dental Insurance.* Petitioner shall maintain health insurance
14 coverage under Family Code, Sections 3750 -3753 for the benefit of the minor child if that insurance is
15 available at no cost or at a reasonable cost to the parent as defined in Family Code, Section 3751(a)(2).
16 Petitioner shall provide Respondent with insurance coverage information, identification documents,
17 claim forms and other documents and information necessary to utilize insurance coverage for each
18 supported child and to obtain reimbursement for health care services costs incurred for each supported
19 child.

20 c. *Unreimbursed Medical Costs.* All reasonable and necessary health care costs of
21 Aden not covered by insurance, including, but not limited to, medical, pharmaceutical, vision, dental,
22 orthodontic, and mental health costs shall be equally shared by the Parties. Reimbursement shall be
23 paid within five (5) business days of written request in accordance with the Notice of Rights and
24 Responsibilities Healthcare Costs and Reimbursement Procedures (FL-192) attached hereto.

25 d. *Extracurricular Activities.* The Parties shall equally share the costs of mutually
26 agreed upon extracurricular activities for Aden, and the parties shall consider the preferences of the
27 minor child. Neither Party shall unreasonably withhold their consent.

28 e. *Private school tuition and educational expenses.* The Parties shall equally share

1 the costs of mutually agreed upon private high school tuition and other educational expenses for Aden,
2 taking into consideration Aden's preferences.

3 f. *Undergraduate college applications, college preparatory fees and college*
4 *tuition.* The Parties shall equally share the costs of mutually agreed upon undergraduate college
5 applications fees, undergraduate college preparatory fees and/or tutoring fees, and undergraduate
6 college tuition, room and board, books, computers, travel and all other living/miscellaneous expenses
7 for Aden and Sam while they are enrolled full-time and attending undergraduate college. It is
8 understood that the Parties will consider the children's preferences for college and college preparation.
9 Neither Party will unreasonably withhold their consent.

10 g. Child support is based on the following findings:
11 (1) Respondent's timeshare percentage with Aden at 20%;
12 (2) Petitioner's filing status of Head of Household with two (2) exemptions;
13 (3) Respondent's filing status of Head of Household with two (2)
14 exemptions;
15 (4) Petitioner's Wages and Salary of \$1,508 per month;
16 (5) Petitioner's other taxable income of \$89,828 per month;
17 (6) Petitioner's other nontaxable income of \$20,700 per month;
18 (7) Respondent's Wages and Salary of \$5,366 per month;
19 (8) Respondent's other taxable income of \$75,766 per month;
20 (9) Respondent's other nontaxable income of \$14,578 per month;
21 (10) Petitioner's property tax expenses of \$2,145 per month and deductible
22 interest expense of \$1,639 per month; and
23 (11) Respondent's property tax expenses of \$1,080 per month and deductible
24 interest expense of \$2,167 per month.

25 h. The Court finds that pursuant to Family Code, Section 4065, the Parties hereby
26 warrant and represent:

27 (1) The Parties have been fully informed of their rights regarding child
28 support;

(2) This Stipulated Judgment was entered into without coercion or duress;

(3) The Stipulated Judgment and child support provisions herein is in the best interest of Aden;

(4) The needs of Aden will be adequately met by the child support provisions of this Stipulated Judgment; and

(5) The right to support has not been assigned to the county pursuant to Section 11477 of the Welfare and Institutions Code and no application for public assistance is pending.

12. **WAIVER OF SPOUSAL SUPPORT.**

a. The Court finds that the Parties have agreed to mutually waive spousal support. Neither Party is entitled to receive spousal support from the other regardless of any circumstances that may arise, including but not limited to financial or health reasons.

b. Neither Party shall pay spousal support to the other Party now, or at any time in the further. Both Parties waive, discharge and release the other Party from any and all claims for spousal support now, or at any time in the future.

c. **Petitioner's Waiver of Spousal Support.**

(1) Petitioner waives, discharges and releases Respondent from any and all claims and/or obligations for the payment to Petitioner of spousal support, alimony, or maintenance of any nature whatsoever, both temporary and permanent, which waiver, discharge and release is hereby approved by the Court. The Court further finds that Petitioner has been informed that she cannot at any time hereafter petition the Superior Court of the State of California, or any other Court, for spousal support, alimony, or maintenance of any nature whatsoever, either temporary or permanent, from Respondent. The Court shall have absolutely no power or jurisdiction to make any order for spousal support, alimony, or maintenance of any nature whatsoever for Petitioner, in any amount or for any duration. Petitioner shall forebear from seeking an order from any Court for spousal support, alimony, or maintenance of any nature whatsoever, regardless of any future circumstance.

(2) Petitioner understands that such waiver is final and that no court shall have jurisdiction to award spousal support to Petitioner now or at any time in the future, regardless of the hardship that this might cause. Petitioner intends the above spousal support waiver to be in

1 conformity with the ruling in Marriage of Vomacka (1984) 36 Cal.3d 459 as it relates to a full and final
2 waiver of spousal support.

3 (3) The Parties have carefully bargained for the termination of the Court's
4 jurisdiction to award spousal support. This Stipulated Judgment is made freely without duress or
5 coercion.

6 (4) The Court finds that Petitioner has consulted with her legal counsel
7 concerning the meaning and importance of this spousal support waiver and the irrevocable and non-
8 modifiable nature of the support termination provided herein. The Court finds that Petitioner fully
9 understands that no change of circumstances or other event will permit or allow her to seek spousal
10 support from Respondent at any time following the date of execution of this Stipulated Judgment. The
11 waiver of spousal support provided herein is absolute. The right of Petitioner to ask for or receive
12 spousal support payments from Respondent, and the power of any Court to order spousal support
13 payments is forever terminated.

14 d. Respondent's Waiver of Spousal Support

15 (1) Respondent waives, discharges and releases Petitioner from any and all
16 claims and/or obligations for the payment to Respondent of spousal support, alimony, or maintenance of
17 any nature whatsoever, both temporary and permanent, which waiver, discharge and release is hereby
18 approved by the Court. The Court further finds that Respondent has been informed that he cannot at
19 any time hereafter petition the Superior Court of the State of California, or any other Court, for spousal
20 support, alimony, or maintenance of any nature whatsoever, either temporary or permanent, from
21 Petitioner. The Court shall have absolutely no power or jurisdiction to make any order for spousal
22 support, alimony, or maintenance of any nature whatsoever for Respondent, in any amount or for any
23 duration. Respondent shall forebear from seeking an order from any Court for spousal support,
24 alimony, or maintenance of any nature whatsoever, regardless of any future circumstance.

25 (2) Respondent understands that such waiver is final and that no court shall
26 have jurisdiction to award spousal support to Respondent now or at any time in the future, regardless of
27 the hardship that this might cause. Respondent intends the above spousal support waiver to be in
28 conformity with the ruling in Marriage of Vomacka (1984) 36 Cal.3d 459 as it relates to a full and final

1 waiver of spousal support.

2 (3) The Parties have carefully bargained for the termination of the Court's
3 jurisdiction to award spousal support. This Stipulated Judgment is made freely without duress or
4 coercion.

5 (4) The Court finds that Respondent has consulted with his legal counsel
6 concerning the meaning and importance of this spousal support waiver and the irrevocable and non-
7 modifiable nature of the support termination provided herein. The Court finds that Respondent fully
8 understands that no change of circumstances or other event will permit or allow him to seek spousal
9 support from Petitioner at any time following the date of execution of this Stipulated Judgment. The
10 waiver of spousal support provided herein is absolute. The right of Respondent to ask for or receive
11 spousal support payments from Petitioner, and the power of any Court to order spousal support
12 payments is forever terminated.

13 13. **TAX BASIS.**

14 a. The assets received by each Party and the liabilities assumed by each shall be
15 and remain the recipient's separate property or liability respectively after the date of this Stipulated
16 Judgment. Petitioner and Respondent acknowledge that the tax basis of each asset distributed to each
17 respective Party has not been changed and will not change by reason of this distribution. Each Party
18 shall not seek a new tax basis for any such asset awarded and/or confirmed to her or him under this
19 Stipulated Judgment. If either Party seeks a new tax basis for any such assets, and the other Party is
20 required to pay any additional federal and/or state income taxes or other taxes, interest and/or penalties,
21 the Party who sought the new tax basis shall pay the other Party on demand an amount equal to all such
22 taxes, including interest and/or penalties thereon, at the legal rate from the date of such payment until
23 the other Party is paid in full. The Court retains continuing jurisdiction to resolve any and all disputes
24 which may arise between the Parties under this Paragraph.

25 14. **FEDERAL AND STATE INCOME TAXES.**

26 a. For any year in which the Parties filed joint tax returns, if any deficiency is
27 assessed against the Parties for any costs and liabilities related to the reported income and expenses of
28 Petitioner and/or her business entities, both the deficiency, including interest and penalties, and the cost

1 of defending against any such deficiency shall be paid by Petitioner, and Petitioner and shall indemnify,
2 defend and hold Respondent harmless therefrom. For any year in which the Parties filed joint tax
3 returns, if any deficiency is assessed against the Parties for any costs and liabilities related to the
4 reported income and expenses of Respondent and/or his business entities, both the deficiency, including
5 interest and penalties, and the cost of defending against any such deficiency shall be paid by
6 Respondent, and Respondent and shall indemnify, defend and hold Petitioner harmless therefrom.

7 b. For any year in which the Parties filed joint tax returns, any refund shall be
8 shared by the Parties equally.

9 c. Each Party shall forward to the other a copy of any tax deficiency notice she or
10 he receives from any federal or state taxing authority relating to any calendar year for which they filed a
11 joint tax return within seventy-two (72) hours of receipt. Each Party shall cooperate fully with the other
12 and execute any documents reasonably requested by the other, and furnish information and testimony
13 with respect to any tax liability asserted by any such taxing authorities.

14 d. For any year in which Petitioner and/or Respondent filed separate tax returns,
15 each Party shall each receive the full amount of any income tax refund obtained on his or her respective
16 return and shall be responsible for the full amount of any income tax owed on his or her respective
17 return.

18 e. If any deficiency, including interest and penalties, is assessed against Petitioner
19 by reason of said separate returns filed by Petitioner, both the deficiency (if any) and the cost of
20 defending against any such deficiency shall be paid by Petitioner. If any deficiency, including interest
21 and penalties, is assessed against Respondent by reason of said separate returns filed by Respondent,
22 both the deficiency (if any) and the cost of defending against any such deficiency shall be paid by
23 Respondent.

24 f. As used in this Paragraph 14, the words "tax," "taxes," "deficiency," or
25 "refunds" shall include interest and penalties, if any, and accountants' fees or reasonable tax attorneys'
26 fees.

27 15. **TAX ADVICE.**

28 a. Petitioner and Respondent each acknowledge that they have been advised to

1 seek their own independent tax advice relative to the taxable consequences of this Stipulated Judgment
2 and that attorneys for Petitioner and Respondent have not advised each of them with regard to the tax
3 consequences herein, and Petitioner and Respondent have elected to seek separate expert tax advice
4 concerning this Stipulated Judgment.

5 16. **WAIVER OF INTEREST IN POST-SEPARATION EARNINGS AND**
6 **ACQUISITIONS.**

7 a. Each Party shall own and hold all property received by her or him under the
8 terms of this Stipulated Judgment, as well as all earnings, accumulations and other property acquired
9 after the Date of Separation and thereafter acquired as her or his sole and separate property, free from
10 any claim of the other (except as expressly provided in this Stipulated Judgment) or of any creditor of
11 the other by reason of the Community Property Laws of the State of California, or by reason of any
12 other law or fact. No Party shall be liable for any debt or obligation of the other unless said debt and/or
13 obligation is specifically imposed by the terms and provisions of this Stipulated Judgment.

14 17. **RECIPROCAL WAIVER AND MUTUAL RELEASE OF RIGHT TO INHERIT**
15 **FROM THE ESTATE OF THE OTHER PARTY.**

16 a. The Court finds that each Party has effectively and knowingly waived, released,
17 and relinquished any and all rights under and pursuant to California Probate Code, Section 141(a)(1)
18 through (10), including:

- 19 (1) Property that would pass from the decedent by intestate succession;
20 (2) Property that would pass from the decedent by testamentary disposition
21 in a will executed before the waiver;
22 (3) A probate homestead;
23 (4) The right to have exempt property set aside;
24 (5) Family allowance;
25 (6) The right to have an estate set aside under Chapter 6 (commencing with
26 Section 6600) of Part 3 of Division 6 of the Probate Code;
27 (7) The right to elect to take community or quasi community property
28 against the decedent's will;

- (8) The right to take the statutory share of an omitted spouse;
- (9) The right to be appointed as the personal representative of the decedent's estate; and

(10) An interest in property that is the subject of a non-probate transfer on death under Part 1 (commencing with Section 5000) of Division 5 of the Probate Code.

b. This Paragraph 17 is intended to comply with the provisions of Sections 142, 143, and 144 of the Probate Code of the State of California.

c. Petitioner may designate a Party other than Respondent as the beneficiary of any Individual Retirement Account or any other retirement account maintained by Petitioner.

d. Respondent may designate a Party other than Petitioner as the beneficiary of any Individual Retirement Account or any other retirement account maintained by Respondent.

e. Pursuant to Probate Code, Section 141(b), the Court finds that each Party has waived and relinquished any and all rights to property that would pass to such Party upon the death of the other Party under a joint tenancy, a Totten trust account, or a pay on death account created before the date of this Stipulated Judgment.

f. Each Party has released, waived and relinquished any and all right to any of the following which she or he may have upon the death of the other Party under the laws of the state or county in which either Party dies, owns property, or is a resident or citizen (if other than the State of California).

(1) A share of the decedent's separate property, quasi community property, and marital property as determined under the laws of such jurisdiction;

(2) Right to a family allowance, probate homestead, dower, or its statutory equivalent, or any other statutory share of a surviving spouse provided under the laws of such jurisdiction.

18. **WAIVER OF DISCOVERY, DISCLOSURE, AND RELIANCE ON THE OTHER PARTY.**

a. The Court finds that the opportunity to conduct full and complete discovery was available to both Parties at all times and that neither Party desires to exercise any discovery rights,

1 including but not limited to rights regarding depositions, rights to subpoena records, rights to actuaries,
2 judicial determination of the characterization, valuation, and division of assets, the award of spousal
3 support, and all other issues. The Court finds that each Party has waived all the foregoing rights and
4 that each Party has specifically requested that her or his counsel not exercise such rights on her or his
5 behalf. Both Parties knowingly, intelligently, and willingly waive the right to conduct discovery. The
6 Court finds that counsel for each Party has advised her or his client that said counsel is not responsible
7 with respect to the nature, extent, condition or value of any of the assets or obligations, either
8 community or separate, confirmed or disposed of by way of this Stipulated Judgment.

9 b. The Court further finds that each Party's counsel has advised her and his
10 respective clients of their above-described rights to discovery proceedings. The Court finds that neither
11 Party has relied on the representations of opposing counsel in any manner or form with respect to the
12 nature, extent or value of the community assets or obligations. To the extent either Party has relied upon
13 (or not relied upon) the representations of her or his respective counsel in any manner or form with
14 respect to the nature, extent or value of the community assets or obligations or separate property of the
15 other Party, shall not be a basis for either Party to set aside this Stipulated Judgment.

16 19. **ATTORNEYS' AND ACCOUNTANTS' FEES AND COSTS.**

17 a. Petitioner has retained Janet Kaplan, Esq. and Darlene S. Wanger, Esq. of
18 Kaplan | Wanger LLP, duly licensed to practice in the State of California, to advise her in connection
19 with this Stipulated Judgment and the pending proceeding for dissolution of marriage. Petitioner shall
20 pay her own counsel for professional services rendered and costs incurred in connection with the
21 negotiation, preparation and execution of this Stipulated Judgment and with respect to the pending
22 proceeding for dissolution of marriage, and Respondent has no obligation to pay any portion of said
23 obligation. In addition, Petitioner shall pay and any all fees she has incurred for forensic accounting
24 services in connection with this dissolution of marriage action.

25 b. Respondent has retained Lisa Helfend Meyer, Esq., Philip J. Monahan, Esq. and
26 Amy S. Kapner, Esq. of Meyer, Olson, Lowy & Meyers, LLP, duly licensed to practice in the State of
27 California, to advise him in connection with this Stipulated Judgment and the pending proceeding for
28 dissolution of marriage. Respondent shall pay his own counsel for professional services rendered and

costs incurred in connection with the negotiation, preparation and execution of this Stipulated Judgment and with respect to the pending proceeding for dissolution of marriage, and Petitioner has no obligation to pay any portion of said obligation. In addition, Respondent shall pay and any all fees he has incurred for forensic accounting services in connection with this dissolution of marriage action.

20. **EXECUTION OF FURTHER DOCUMENTS.**

a. Each Party shall execute promptly all documents and instruments necessary or convenient to vest titles and estates as provided in this Stipulated Judgment to effectuate her or his purpose and intent. Notwithstanding the failure or refusal of either Party to execute any such instrument, this Stipulated Judgment shall constitute a complete transfer and conveyance of the properties designated as being transferred and conveyed by each Party.

b. If either Party fails to execute any document or instrument necessary to effectuate the terms and provisions of this Stipulated Judgment within five days after presentation of the document or instrument, the Court may appoint the Executive Officer/Clerk of the Superior Court as its Commissioner to execute said documents. Said appointment may be requested by *ex parte* application, to be defined as no less than forty-eight (48) hours-notice restricted to Court days only, to the Superior Court in which the dissolution of the Parties is pending.

21. **NOTICE REGARDING WILLS AND TRUSTS**

Each Party acknowledges the following notice required by Family Code, Section 2024:

“Dissolution or annulment of your marriage may automatically cancel your spouse's rights under your will, trust, retirement benefit plan, power of attorney, pay on death bank account, transfer on death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel your spouse's rights as beneficiary of your life insurance policy. If these are not the results that you want, you must change your will, trust, account agreement, or other similar document to reflect your actual wishes.

Dissolution or annulment of your marriage may also automatically cancel your rights under your spouse's will, trust, retirement benefit plan, power of attorney, pay on death bank account, transfer on death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel your rights as beneficiary of your spouse's life insurance policy.

You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement benefit plans, and credit reports to determine whether they should be changed or whether you should take any other actions in view of the dissolution or annulment of your marriage, or your legal separation.”

22. MISCELLANEOUS PROVISIONS.

a. The Parties hereby acknowledge and agree that there are no further agreements between them and that all other prior verbal agreements and/or oral contracts are hereby deemed void. Further, any further agreements between the Parties shall be in writing. No oral agreements and/or oral contracts between the Parties as to any matter and regardless of whether the alleged oral agreement pre- or post-date this Stipulated Judgment shall be valid.

b. All rights and remedies of the Parties hereto are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to limit or exclude any other rights or remedies which the Parties hereby may have. The Parties shall not be deemed to waive any of their rights or remedies under this Stipulated Judgment except as indicated in this Stipulated Judgment. No delay or omission on the part of any Party exercising any right or remedy shall operate as a waiver of any such right or remedy. A waiver of any right or remedy on any one occasion shall not be construed as a bar to or a waiver of such right or remedy on any future occasion.

c. The Party receiving specific property under this Stipulated Judgment shall be entitled to, and the other Party shall transfer and assign to her or him, all right, title and interest in such property, and also shall be entitled to existing insurance on such property and the benefits, if any, of premiums previously paid on that insurance and shall be solely responsible for the payment of all premiums due thereafter under the insurance policy terms if the Party decides, in her or his sole discretion, to maintain said policy in force, except as specifically provided in this Stipulated Judgment. Each Party shall cooperate with the other Party and use reasonable efforts in providing the other with any documentation and/or information she or he may reasonably request relating to the tax basis of an asset awarded or confirmed to the requesting Party.

d. The Court accepts each Party's waiver of the right to appeal, the right to request a Statement of Decision and the right to move for a new trial, as well as the time periods in which any of the above rights may be exercised. In addition, a Commissioner of the Superior Court, County of Los Angeles, State of California, shall be empowered to enter this Stipulated Judgment.

e. Parties Bound. The terms and provisions of this Stipulated Judgment shall inure to the benefit of, and be binding upon, each Party and her or his respective heirs, successors, executors,

1 administrators, conservators, guardians and assigns.

2 f. Construction of Judgment. This Stipulated Judgment is prepared as a result of
3 the joint efforts of Petitioner and Respondent, and this Stipulated Judgment is to be construed simply
4 and fairly and not strictly for or against either of the Parties hereto in accordance with the ordinary and
5 customary rules of construction. Each Party has acknowledged, for herself and himself, that she or he
6 has read this Stipulated Judgment, has had a full and complete opportunity to discuss this Stipulated
7 Judgment with her or his attorney and each Party has done so, and each Party understands all of the
8 terms and provisions of this Stipulated Judgment and its effect upon her or him.

9 g. Scope of Indemnifications. All indemnifications under this Stipulated Judgment
10 include indemnification for reasonable attorneys' fees and other costs and expenses incurred by the
11 person in whose favor the indemnification exists. Where applicable, if interest and/or penalties have
12 been assessed against an indemnified Party for an indemnified matter, the indemnitor shall be liable for
13 the payment of all such interest and/or penalties.

14 h. Payment of Taxes on Assets Received. The Party receiving specific property as
15 a result of the terms of this Stipulated Judgment shall pay all taxes assessed against such property and
16 all costs of maintenance thereof that are payable after the date of signing of this Stipulated Judgment.

17 i. Reservation of Jurisdiction. Except where this Stipulated Judgment expressly
18 provides that the Court does not reserve jurisdiction, this Court reserves jurisdiction to make such
19 further orders, judgments and decrees as may be necessary or convenient to enforce, but not to alter or
20 modify, the terms and provisions of this Stipulated Judgment. Each Party recognizes and acknowledges
21 by execution of this Stipulated Judgment that the provisions relating to the financial issues of this case
22 may or may not be equitable, but each Party nonetheless accepts the terms and conditions as full and
23 complete satisfaction of all of their respective rights.

24 j. Petitioner and Respondent each represent for herself and himself that this
25 Stipulated Judgment has been entered into voluntarily, free from any duress, fraud, undue influence,
26 mistake, coercion or misrepresentation from the other Party, or that other Party's representative. Each
27 Party has acknowledged for herself or himself, and hereby re-affirms that upon entering into this
28 Stipulated Judgment (i) that she or he did not obtain any unfair advantage as a result of this Stipulated

Judgment; (ii) that there was sufficient mutual consideration for her or him to agree to the terms and provisions of this Stipulated Judgment; (iii) that she or he was not under any undue influence or pressure in agreeing to the terms and provisions of this Stipulated Judgment; (iv) that each entered into this Stipulated Judgment knowingly and voluntarily; and (v) that neither Party has made any representation to the other Party with respect to this Stipulated Judgment.

k. Signature by Attorneys. The signatures of the attorneys for the respective Parties on this Stipulated Judgment acknowledge their approval of this Stipulated Judgment as to form only. No attorney is deemed to have expressed any opinion as to the substance of this Stipulated Judgment by affixing her or his signature thereto. The signatures of the attorneys are not to be construed as an endorsement of any or all of the provisions of this Stipulated Judgment.

l. Notwithstanding that the respective attorneys of the Parties have signed this Stipulated Judgment, nothing contained in this Stipulated Judgment shall be deemed to be a waiver of the attorney-client privilege or the attorney work product rule. All confidential communications between the Parties and their respective attorneys shall remain subject to the attorney-client privilege and any other relevant privilege.

m. This Stipulated Judgment, and all of the terms contained herein, is effective pursuant to Code of Civil Procedure, Section 664.6 upon execution of the Parties, irrespective of when it is entered as a Judgment by the Court.

23. APPOINTMENT OF HON. GRETCHEN TAYLOR (RET.) AS ARBITRATOR

a. The Hon. Gretchen Taylor (Ret.) Commissioner Gretchen Taylor (Retired), or another agreed upon private judicial officer at Signature if the Hon. Gretchen Taylor (Ret.) is unable to serve, is appointed as an arbitrator to make binding determinations as a binding arbitrator regarding the following issues: (1) the character and division of Petitioner's and Respondent's IRA's, Pension Plans, and Deferred Compensation; (2) any disputes concerning the sale of the property located at 4725 Ledge Avenue, Toluca Lake, California; (3) any disputes concerning financial accounts in any country and/or territory outside of the United States; (4) after-discovered assets; (5) the refinance of 4735 Ledge Avenue Residence; and (6) equalization payment. Each Party shall be responsible for one-half of the payment of the arbitrator, subject to reallocation.

b. This document may be executed in counterparts and signatures may be sent via facsimile or scan, and such facsimile or scanned signatures are deemed original signatures, which altogether shall constitute a fully executed, original document that shall be forwarded to the Court for signature and entry by said Court below.

THE FOREGOING IS AGREED TO BY:

I, TARA STRONG, Petitioner, have fully and completely read the foregoing document. I understand the terms and conditions of said document and I do hereby stipulate that the Court should sign and cause this Stipulated Judgment to be entered. After due consideration, and examination into all the facts and circumstances of the case, and my knowledge of the facts, and after extensive consultation with my lawyers, I believe that this document represents a fair and reasonable manner of effectuating the complete compromise, settlement and release of all claims and rights that exist by and between the Parties with regard to the properties addressed herein and issues relating hereto. I request that the Court approve and sign this document because it represents my understanding of our agreement for the settlement of all matters referred to therein. I confirm that all representations herein stated are true and correct and that I intend the other person and the Court to rely thereon.

Dated: 07/15/21, 2021


TARA STRONG

I, CRAIG STRONG, Respondent, have fully and completely read the foregoing document. I understand the terms and conditions of said document and I do hereby stipulate that the Court should sign and cause this Stipulated Judgment to be entered. After due consideration, and examination into all the facts and circumstances of the case, and my knowledge of the facts, and after extensive consultation with my lawyers, I believe that this document represents a fair and reasonable manner of effectuating the complete compromise, settlement and release of all claims and rights that exist by and between the Parties with regard to the properties addressed herein and issues relating hereto. I request that the Court approve and sign this document because it represents my understanding of our agreement for the settlement of all matters referred to therein. I confirm that all representations herein stated are true and correct and that I intend the other person and the Court to rely thereon.

Dated: 7/15/21, 2021


CRAIG STRONG


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(Continued from Page 35)

APPROVED AS CONFORMING TO THE AGREEMENT OF THE PARTIES:


APPROVED AS TO FORM ONLY. I DO HEREBY CONFIRM THAT I HAVE HAD THE OPPORTUNITY OF DISCUSSING THE TERMS AND PROVISIONS OF THIS STIPULATED JUDGMENT WITH THE PETITIONER. THIS CERTIFICATION SHALL NOT AND DOES NOT WAIVE ANY ATTORNEY-CLIENT PRIVILEGE THAT EXISTS BETWEEN MY CLIENT AND ME.

Dated: 7/15, 2021

By: 
JANET KAPLAN, ESQ.
DARLENE S. WANGER, ESQ.
Attorneys for Petitioner
TARA STRONG

APPROVED AS TO FORM ONLY. I DO HEREBY CONFIRM THAT I HAVE HAD THE OPPORTUNITY OF DISCUSSING THE TERMS AND PROVISIONS OF THIS STIPULATED JUDGMENT WITH THE RESPONDENT. THIS CERTIFICATION SHALL NOT AND DOES NOT WAIVE ANY ATTORNEY-CLIENT PRIVILEGE THAT EXISTS BETWEEN MY CLIENT AND ME.

Dated: July 15, 2021

By: 
PHILIP J. MONAHAN, ESQ.
AMY S. KAPNER, ESQ.
Attorneys for Respondent
CRAIG STRONG

SO ORDERED:

DATED: JAN 05 2022

By: 
JUDGE OF THE SUPERIOR COURT

HOPLY A. THOMAS

NOTICE OF RIGHTS AND RESPONSIBILITIES**Health-Care Costs and Reimbursement Procedures****IF YOU HAVE A CHILD SUPPORT ORDER THAT INCLUDES A PROVISION FOR THE REIMBURSEMENT OF A PORTION OF THE CHILD'S OR CHILDREN'S HEALTH-CARE COSTS AND THOSE COSTS ARE NOT PAID BY INSURANCE, THE LAW SAYS:**

1. Notice. You must give the other parent an itemized statement of the charges that have been billed for any health-care costs not paid by insurance. You must give this statement to the other parent within a reasonable time, but no more than 30 days after those costs were given to you.

2. Proof of full payment. If you have already paid all of the uninsured costs, you must (1) give the other parent proof that you paid them and (2) ask for reimbursement for the other parent's court-ordered share of those costs.

3. Proof of partial payment. If you have paid only your share of the uninsured costs, you must (1) give the other parent proof that you paid your share, (2) ask that the other parent pay his or her share of the costs directly to the health-care provider, and (3) give the other parent the information necessary for that parent to be able to pay the bill.

4. Payment by notified parent. If you receive notice from a parent that an uninsured health-care cost has been incurred, you must pay your share of that cost within the time the court orders; or if the court has not specified a period of time, you must make payment (1) within 30 days from the time you were given notice of the amount due, (2) according to any payment schedule set by the health-care provider, (3) according to a schedule agreed to in writing by you and the other parent, or (4) according to a schedule adopted by the court.

5. Disputed charges. If you dispute a charge, you may file a motion in court to resolve the dispute, but only if you pay that charge before filing your motion. If you claim that the other party has failed to reimburse you for a payment, or the other party has failed to make a payment to the provider after proper notice has been given, you may file a motion in court to resolve the dispute. The court will presume that if uninsured costs have been paid, those costs were reasonable. The court may award attorney fees and costs against a party who has been unreasonable.

6. Court-ordered insurance coverage. If a parent provides health-care insurance as ordered by the court, that insurance must be used at all times to the extent that it is available for health-care costs.

- a. Burden to prove.** The party claiming that the coverage is inadequate to meet the child's needs has the burden of proving that to the court.
- b. Cost of additional coverage.** If a parent purchases health-care insurance in addition to that ordered by the court, that parent must pay all the costs of the additional coverage. In addition, if a parent uses alternative coverage that costs more than the coverage provided by court order, that parent must pay the difference.

7. Preferred health providers. If the court-ordered coverage designates a preferred health-care provider, that provider must be used at all times consistent with the terms of the health insurance policy. When any party uses a health-care provider other than the preferred provider, any health-care costs that would have been paid by the preferred health provider if that provider had been used must be the sole responsibility of the party incurring those costs.



ORIGINAL

01/06/22

INFORMATION SHEET ON CHANGING A CHILD SUPPORT ORDER

General Information

The court has just made a child support order in your case. This order will remain the same unless a party to the action requests that the support be changed (modified). An order for child support can be modified only by filing a motion to change child support and serving each party involved in your case. If both parents and the local child support agency (if it is involved) agree on a new child support amount, you can complete, have all parties sign, and file with the court a *Stipulation to Establish or Modify Child Support and Order* (form FL-350) or *Stipulation and Order (Governmental)* (form FL-625).

When a Child Support Order May Be Modified

The court takes several things into account when ordering the payment of child support. First, the number of children is considered. Next, the net incomes of both parents are determined, along with the percentage of time each parent has physical custody of the children. The court considers both parties' tax filing status and may consider hardships, such as a child of another relationship. An existing order for child support may be modified when the net income of one of the parents changes significantly, the parenting schedule changes significantly, or a new child is born.

Examples

- You have been ordered to pay \$500 per month in child support. You lose your job. You will continue to owe \$500 per month, plus 10 percent interest on any unpaid support, unless you file a motion to modify your child support to a lower amount and the court orders a reduction.
- You are currently receiving \$300 per month in child support from the other parent, whose net income has just increased substantially. You will continue to receive \$300 per month unless you file a motion to modify your child support to a higher amount and the court orders an increase.
- You are paying child support based upon having physical custody of your children 30 percent of the time. After several months it turns out that you actually have physical custody of the children 50 percent of the time. You may file a motion to modify child support to a lower amount.

How to Change a Child Support Order

To change a child support order, you must file papers with the court. *Remember:* You must follow the order you have now.

What forms do I need?

If you are asking to change a child support order, you must fill out one of these forms:

- Form FL-300, Request for Order or
- Form FL-390, Notice of Motion and Motion for Simplified Modification of Order for Child, Spousal, or Family Support

You must also fill out one of these forms:

- Form FL-150, Income and Expense Declaration or
- Form FL-155, Financial Statement (Simplified)

What if I am not sure which forms to fill out?

Talk to the family law facilitator at your court.

After you fill out the forms, file them with the court clerk and ask for a hearing date. Write the hearing date on the form. The clerk may ask you to pay a filing fee. If you cannot afford the fee, fill out these forms, too:

- Form FW-001, Request to Waive Court Fees
- Form FW-003, Order on Court Fee Waiver (Superior Court)

You must serve the other parent. If the local child support agency is involved, serve it too.

This means someone 18 or over—not you—must serve the other parent copies of your filed court forms at least **16 court days** before the hearing. Add **5 calendar days** if you serve by mail within California (see Code of Civil Procedure section 1005 for other situations). **Court days** are weekdays when the court is open for business (Monday through Friday except court holidays). **Calendar days** include all days of the month, including weekends and holidays. To find court holidays, go to www.courts.ca.gov/holidays.htm.

The server must also serve blank copies of these forms:

- Form FL-320, Responsive Declaration to Request for Order and form FL-150, Income and Expense Declaration, or
- Form FL-155, Financial Statement (Simplified)

Then the server fills out and signs a *Proof of Service* (form FL-330 or form FL-335). Take this form to the clerk and file it.

Go to your hearing and ask the judge to change the support. Bring your tax returns from the last two years and your last two months' pay stubs. The judge will look at your information, listen to both parents, and make an order. After the hearing, fill out:

- Form FL-340, Findings and Order After Hearing and
- Form FL-342, Child Support Information and Order Attachment

Need help?

Contact the family law facilitator in your county or call your county's bar association and ask for an experienced family lawyer.